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Attorneys for Defendant, the Reed Group, Ltd.

SHARON SPARK,

Plaintiff,

vs.

DOW JONES & COMPANY, INC. LONG TERM  
DISABILITY PLAN, DOW JONES &  
COMPANY, INC., PLAN COMMITTEE, as Plan  
Administrator, THE REED GROUP, as Claims  
Administrator for the Long Term Disability Plan,  
DOW JONES & COMPANY, INC. HEALTH  
CARE PLAN, DOW JONES & COMPANY, INC.  
LIFE INSURANCE AND ACCIDENT BENEFIT  
PLAN and AETNA LIFE INSURANCE  
COMPANY,

Defendants.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION NO. 06-CV-15242

HON. VICTOR MARRERO, U.S.D.J.

**ANSWER AND AFFIRMATIVE DEFENSES**

Defendant, the Reed Group, Ltd. ("Reed Group") by its attorneys, Riker, Danzig,

Scherer, Hyland & Perretti, LLP, by way of Answer to Plaintiff's Complaint, allege and say:

**AS TO JURISDICTION AND VENUE**

1. The Reed Group neither admits nor denies the allegations set forth in Paragraph 1  
as they call for a legal conclusion.

2. The Reed Group neither admits nor denies the allegations set forth in Paragraph 2 as they call for a legal conclusion.

3. The Reed Group neither admits nor denies the allegations set forth in Paragraph 3 as they call for a legal conclusion.

4. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 4.

**AS TO STANDARD OF REVIEW**

5. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 4.

6. The Reed Group denies the allegations set forth in Paragraph 6.

7. The Reed Group neither admits nor denies the allegations set forth in Paragraph 7 relating to the prohibitions of ERISA as they call for a legal conclusion, and denies the remaining allegations set forth in Paragraph 7, particularly any allegations that the Reed Group violated ERISA.

8. The Reed Group denies the allegations set forth in Paragraph 8.

**AS TO NATURE OF ACTION**

9. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 8.

10. The Reed Group neither admits nor denies the allegations set forth in Paragraph 10 as the Complaint speaks for itself.

11. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 11.

12. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations pertaining to whether benefits under the LTD Plan are paid from the Employee Benefits Plan Trust or by whom the Employee Benefits Plan Trust is funded. The Reed Group denies the remaining allegations set forth in Paragraph 12.

Specifically, the Reed Group denies that it administers claims under the LTD Plan or that it made any decisions in this matter.

13. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations pertaining to whether claims for Health Care Plan benefits are paid from the Employee Benefits Plan Trust or by whom the Employee Benefits Plan Trust is funded. The Reed Group denies the remaining allegations set forth in Paragraph 13. Specifically, the Reed Group denies that it administers claims under the Health Care Plan or that it made any decisions in this matter.

14. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 14.

#### **AS TO THE PARTIES**

15. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 14.

16. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 16.

17. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 17.

18. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 18.

19. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 19.

20. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 20.

21. The Reed Group admits that it is a Colorado corporation, but is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 21.

22. The Reed Group admits the allegations set forth in Paragraph 22.

23. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 23.

24. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 24.

25. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 25.

26. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 26.

27. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 27.

28. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 28.

**AS TO STATEMENT OF FACTS**

29. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 28.

30. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 30.

31. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 31.

32. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 32.

33. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 33.

34. The Reed Group denies the allegations set forth in Paragraph 34, except to refer to the Summary Plan Description for the terms thereof.

35. The Reed Group denies the allegations set forth in Paragraph 35 except to refer to the Long-Term Disability Plan for the terms thereof.

36. The Reed Group denies the allegations set forth in Paragraph 36 except to refer to the Summary Plan Description for the Long-Term Disability Plan for the terms thereof.

37. The Reed Group denies the allegations set forth in Paragraph 37 except to refer to the Long-Term Disability Plan for the terms thereof.

38. The Reed Group denies the allegations set forth in Paragraph 38 except to refer to the Summary Plan Description for the Long-Term Disability Plan for the terms thereof.

39. The Reed Group denies the allegations set forth in Paragraph 39 except to refer to the Summary Plan Description for the Long-Term Disability Plan for the terms thereof.

40. The Reed Group denies the allegations set forth in Paragraph 40 except to refer to the Summary Plan Description for the Long-Term Disability Plan for the terms thereof.

41. The Reed Group denies the allegations set forth in Paragraph 41 except to refer to the Summary Plan Description for the Long-Term Disability Plan for the terms thereof.

42. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 42.

43. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 43.

44. The Reed Group denies the allegation set forth in Paragraph 44 except to refer to the text referenced by Plaintiff for the terms thereof.

45. The Reed Group denies the allegation set forth in Paragraph 45 except to refer to the text referenced by Plaintiff for the terms thereof.

46. The Reed Group denies the allegation set forth in Paragraph 46 except to refer to the text referenced by Plaintiff for the terms thereof.

47. The Reed Group admits the allegation set forth in Paragraph 47 but points out the progress and effects of Lupus vary substantially depending upon the circumstances.

48. The Reed Group admits the allegation set forth in Paragraph 48 but points out the progress and effects of Lupus vary substantially depending upon the circumstances.

49. The Reed Group admits the allegation set forth in Paragraph 49 except it denies most medications have severe side effects and does not understand what plaintiff refers to as "disease markers".

50. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 50.

51. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 51.

52. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 52.

53. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 53.

54. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 54.

55. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 55.

56. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 56.

57. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 57.

58. The Reed Group denies the allegations set forth in Paragraph 58 except to refer to the referenced document for the terms thereof.

59. The Reed Group denies the allegations set forth in Paragraph 59 except to refer to the referenced document for the terms thereof.

60. The Reed Group denies the allegations set forth in Paragraph 60 except to refer to the referenced document for the terms thereof.

61. The Reed Group is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 61.

62. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 62.

63. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 63 but refers to the referenced document for the terms thereof.

64. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 64.

65. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 65 but refers to the referenced document for the terms thereof.

66. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 66 but refers to the referenced document for the terms thereof.

67. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 67.

68. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 68.

69. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 69.

70. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 70.

71. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 71.

72. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 72.



73. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 73.

74. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 74.

75. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 75 but refers to the referenced document for the terms thereof.

76. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 76.

77. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 77.

78. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 78.

79. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 79.

80. The Reed Group denies the allegations set forth in Paragraph 80 except to refer to the referenced document for the terms thereof.

81. The Reed Group denies the allegations set forth in Paragraph 81 except to refer to the referenced document for the terms thereof.

82. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 82 but refers to the referenced document for the terms thereof.

83. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 83.

84. The Reed Group denies the allegation set forth in Paragraph 84.

85. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 85.

86. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 86.

87. The Reed Group denies the allegations set forth in Paragraph 87 except to refer to the Short-Term Disability Plan for the terms thereof.

88. The Reed Group denies the allegations set forth in Paragraph 88 except to refer to the Summary Plan Description for the terms thereof.

89. The Reed Group denies the allegations set forth in Paragraph 89.

90. The Reed Group denies the allegations set forth in Paragraph 90 except to refer to the referenced email which speaks for itself.

91. The Reed Group denies the allegations set forth in Paragraph 91 except to refer to the e-mail referenced by Plaintiff for the terms thereof.

92. The allegations set forth in Paragraph 92 are not directed towards the Reed Group and, therefore, no response to the allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

93. The allegations set forth in Paragraph 93 are not directed towards the Reed Group and, therefore, no response to the allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

94. The Reed Group denies the allegation set forth in Paragraph 94 except to refer to the Summary Plan Description for the terms thereof.

95. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 95.

96. The Reed Group denies the allegation set forth in Paragraph 96 except to refer to the regulation for the terms thereof.

97. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 97.

98. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 98.

99. The Reed Group denies the allegations set forth in Paragraph 99.

100. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 100.

101. The Reed Group denies the allegations set forth in Paragraph 101 except to refer to the Summary Plan Description for the terms thereof.

102. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 102.

103. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 103.

104. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 104.

105. The allegations set forth in Paragraph 105 are not directed towards the Reed Group and, therefore, no response to the allegations is required and none is made. To the extent

the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

106. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 106 except to refer to the Life Insurance Plan for the terms thereof.

**AS TO PLAINTIFF'S CAUSE OF ACTION FOR LONG-TERM  
DISABILITY BENEFITS PURSUANT TO THE LTD PLAN**

107. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 106.

108. The Reed Group denies the allegations set forth in Paragraph 108 that refer to it.

109. The allegations set forth in Paragraph 109 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

110. The Reed Group denies the allegations set forth in Paragraph 110 that refer to it.

111. The allegations set forth in Paragraph 111 are not directed towards the Reed Group and, therefore, no response to the allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

112. The allegations set forth in Paragraph 112 are not directed towards the Reed Group and, therefore, no response to the allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

113. The allegations set forth in Paragraph 113 are not directed towards the Reed Group and, therefore, no response to the allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

114. The Reed Group denies the allegations set forth in Paragraph 114.

115. The Reed Group denies the allegations set forth in Paragraph 115.

116. The Reed Group denies the allegations set forth in Paragraph 116.

117. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 117.

118. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 118.

119. The Reed Group denies Plaintiff's allegations set forth in Paragraph 119 except to refer to the Short-Term Disability Plan and the Long-Term Disability Plan for the terms thereof.

120. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 120.

121. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 121, but refers to the referenced document for the terms thereof.

122. The Reed Group denies the allegations set forth in Paragraph 122 except to refer to report for the terms thereof.

123. The Reed Group denies the allegations set forth in Paragraph 123 except to refer to the report for the terms thereof.

124. The Reed Group denies the allegations set forth in Paragraph 124 except to refer to the report for the terms thereof.

125. The allegations set forth in Paragraph 125 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

126. The allegations set forth in Paragraph 126 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

127. The allegations set forth in Paragraph 127 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

128. The Reed Group denies the allegations set forth in Paragraph 128.

129. The allegations set forth in Paragraph 129 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

130. The allegations set forth in Paragraph 130 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

131. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 131.

132. The Reed Group denies the allegations contained in Paragraph 132 except to refer to the report for the terms thereof.

133. The Reed Group denies the allegations contained in Paragraph 133 except to refer to the report for the terms thereof.

134. The Reed Group denies the allegations set forth in Paragraph 134 which refer to it.

135. The Reed Group admits the allegations set forth in Paragraph 135, except to deny the characterization of the action by the Reed Group.

136. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 136, but refers to the referenced letter for the terms thereof.

137. The Reed Group denies the allegations set forth in Paragraph 137 except to refer to the report for the terms thereof.

138. The allegations set forth in Paragraph 138 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

139. The allegations set forth in Paragraph 139 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

140. The allegations set forth in Paragraph 140 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

141. The allegations set forth in Paragraph 141 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

142. The allegations set forth in Paragraph 142 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

143. The allegations set forth in Paragraph 143 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

144. The allegations set forth in Paragraph 144 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

145. The allegations set forth in Paragraph 145 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the



extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

146. The allegations set forth in Paragraph 146 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

147. The allegations set forth in Paragraph 147 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

148. The allegations set forth in Paragraph 148 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

149. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 149, but refers to the referenced e-mail for the terms thereof.

150. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 150.

151. The Reed Group denies the allegations set forth in Paragraph 151 that refer to it.

152. The allegations set forth in Paragraph 152 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the

extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

153. The Reed Group admits that Denise Mayrer, RN BSN CCM, issued a recommendation to Dow Jones regarding Plaintiff's Long Term Disability benefits appeal on behalf of the Reed Group via letter dated April 6, 2001. The Reed Group denies the remaining allegations set forth in Paragraph 153.

154. The Reed Group denies the allegations set forth in Paragraph 154.

155. The Reed Group denies the allegations set forth in Paragraph 155.

156. The allegations set forth in Paragraph 156 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

157. The allegations set forth in Paragraph 157 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

158. The allegations set forth in Paragraph 158 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

159. The Reed Group denies the allegations set forth in Paragraph 159 that refer to it.

160. The Reed Group denies the allegations set forth in Paragraph 160.

161. The Reed Group denies the allegations set forth in Paragraph 161 that refer to it.

162. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 162.

163. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 163.

164. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 164.

165. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 165.

166. The allegations set forth in Paragraph 166 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

167. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 167.

168. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 168.

169. The Reed Group denies the allegations set forth in Paragraph 169 except to admit that it was provided with additional medical documentation by Dow Jones in connection with Plaintiff's LTD benefits claim and that a physician reviewed the contents of Plaintiff's claim file and rendered a recommendation that LTD benefits be denied.

170. The Reed Group denies the allegations set forth in Paragraph 170 except to refer to the referenced document for the terms thereof.

171. The Reed Group denies the allegations set forth in Paragraph 171.

172. The allegations set forth in Paragraph 172 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

173. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 173.

174. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 174.

175. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 175.

176. The allegations set forth in Paragraph 176 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

177. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 177.

178. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 178.

179. The allegations set forth in Paragraph 179 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

180. The allegations set forth in Paragraph 180 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

181. The allegations set forth in Paragraph 181 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

182. The allegations set forth in Paragraph 182 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

183. The allegations set forth in Paragraph 183 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

184. The Reed Group denies the allegations set forth in Paragraph 184 that refer to it.

185. The Reed Group denies the allegations set forth in Paragraph 185 that refer to it.

186. The Reed Group denies the allegations set forth in Paragraph 186 that refer to it.

187. The allegations set forth in Paragraph 187 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

188. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegation set forth in Paragraph 188.

189. The allegations set forth in Paragraph 189 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

190. The allegations set forth in Paragraph 190 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

191. The allegations set forth in Paragraph 191 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

192. The allegations set forth in Paragraph 192 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

193. The allegations set forth in Paragraph 193 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

194. The allegations set forth in Paragraph 194 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

195. The allegations set forth in Paragraph 195 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

196. The Reed Group neither admits nor denies the allegations set forth in Paragraph 196 as it calls for a legal conclusion and the allegations are ambiguous.

197. The Reed Group neither admits nor denies the allegations set forth in Paragraph 197 as it calls for a legal conclusion.

198. The Reed Group denies the allegations set forth in Paragraph 198.

199. The Reed Group denies the allegations set forth in Paragraph 199.

200. The Reed Group denies the allegations set forth in Paragraph 200.

201. The Reed Group denies the allegations set forth in Paragraph 201.

202. The Reed Group denies the allegations set forth in Paragraph 202.

203. The Reed Group denies the allegations set forth in Paragraph 203.

204. The Reed Group denies the allegations set forth in Paragraph 204.

205. The Reed Group denies the allegations set forth in Paragraph 205.

**AS TO PLAINTIFF'S CAUSE OF ACTION FOR  
DISABILITY BENEFITS PURSUANT TO THE HEALTH CARE PLAN**

206. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 205.

207. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 207.

208. The Reed Group denies the allegations set forth in Paragraph 208 except to refer to the Summary Plan Description for the terms thereof.

209. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 209.

210. The allegations set forth in Paragraph 210 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

211. The allegations set forth in Paragraph 211 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

212. The allegations set forth in Paragraph 212 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

213. The Reed Group denies the allegations set forth in Paragraph 213 that Plaintiff is totally disabled or that her medical documentation evidences her total disability. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 213.



**AS TO PLAINTIFF'S CAUSE OF ACTION FOR  
DISABILITY BENEFITS PURSUANT TO THE LIFE INSURANCE PLAN**

214. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 213.

215. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 215.

216. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 216.

217. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 217, but refers to the Summary Plan Description for the terms thereof.

218. The Reed Group is without knowledge or information sufficient to form a belief as to the date on which Plaintiff's short-term disability commenced. It otherwise denies the allegations of Paragraph 218.

219. The Reed Group denies the allegation that Plaintiff is disabled. It is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 219.

220. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 220.

221. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 221.

222. The allegations set forth in Paragraph 222 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the

extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

223. The Reed Group denies the allegations set forth in Paragraph 223 that Plaintiff is totally disabled or that her medical documentation evidences her total disability. The Reed Group is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations set forth in Paragraph 223.

**AS TO PLAINTIFF'S CAUSE OF ACTION FOR BREACH OF  
FIDUCIARY DUTY AND REQUEST FOR ADDITIONAL DISCOVERY**

224. The Reed Group repeats its responses to the allegations set forth in Paragraphs 1 through 223.

225. The allegations set forth in Paragraph 225 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

226. The allegations set forth in Paragraph 226 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

227. The allegations set forth in Paragraph 227 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

228. The Reed Group denies the allegations set forth in Paragraph 228.

229. The allegations set forth in Paragraph 229 are not directed towards the Reed Group and, therefore, no response to those allegations is required and none is made. To the extent the allegations insinuate any wrongdoing on the part of the Reed Group, the allegations are denied.

**WHEREFORE,** The Reed Group demands judgment against Plaintiff dismissing the Complaint in its entirety with prejudice and without costs against the Reed Group; awarding the Reed Group its attorneys fees and costs; and awarding the Reed Group such other and further relief as the Court deems appropriate.

**FIRST SEPARATE DEFENSE**

The Complaint is misleading as a result of omissions of material facts which bear on whether plaintiff qualified for long term disability ("LTD") benefits. It also contains speculation, hyperbole and vitriol.

**SECOND SEPARATE DEFENSE**

Plaintiff has failed, at least in part, to state claims upon which relief may be granted.

**THIRD SEPARATE DEFENSE**

The Reed Group's medical professionals reviewed and considered all medical and other documents submitted by Dow Jones related to Plaintiff's application for Long Term Disability benefits in conjunction with the definition of long term disability under Dow Jones' Summary Plan Description and rendered an unbiased recommendation to Dow Jones based thereon.

**FOURTH SEPARATE DEFENSE**

The Reed Group's medical professionals performed three separate and independent reviews of Plaintiff's long term disability claim between December 2000 and January 2002 considering all medical and other documentation provided by Dow Jones.

**FIFTH SEPARATE DEFENSE**

The Reed Group is an independent contractor hired by Dow Jones to assist it in reviewing applications for LTD benefits. This relationship does not give rise to a conflict of interest as plaintiff alleges.

**SIXTH SEPARATE DEFENSE**

The Reed Group has no financial or other incentive to recommend denial of a claimant's Long Term Disability application.

**SEVENTH SEPARATE DEFENSE**

Plaintiff's claims, or at least some of them, are barred by the applicable Statute of Limitations.

**EIGHTH SEPARATE DEFENSE**

The Summary Plan Description for the LTD Plan advises the participant that a finding of disability for purposes of Social Security benefits or of disability benefits under the Life Insurance Plan does not mean the participant will qualify for LTD benefits.

**NINTH SEPARATE DEFENSE**

Plaintiff's claims are barred by the doctrines of waiver and estoppel.

**TENTH SEPARATE DEFENSE**

To the extent plaintiff alleges a claim for breach of fiduciary duty, the claim is preempted by the Employee Retirement Income Security Act ("ERISA").

RIKER, DANZIG, SCHERER, HYLAND  
& PERRETTI LLP  
Attorneys for Defendant, the Reed Group, Ltd.

By: s/Scott A. Ohnegian

Date: February 22, 2007

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